

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|--|--|----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VAUTO, INC. | | 10/15/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO BANK, NATIONAL ASSOCIATION | | |
| Street Address: | 7000 CENTRAL PARKWAY, SUITE 600 | | |
| City: | ATLANTA | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30328 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3177797 | MPOWER | |
| Registration Number: | 3781890 | AUTOMATCH TECHNOLOGY | |
| Registration Number: | 3569643 | LIVE MARKET VIEW | |
| Registration Number: | 3445857 | VAUTO | |
| Serial Number: | 77683283 | REAL DEAL | |
| Serial Number: | 77689833 | REAL DEAL REPORT | |
| Serial Number: | 85078751 | REDWAGON | |
| Serial Number: | 77733816 | AUTOWRITER | |
| Serial Number: | 77879496 | VELOCITY | |
| Serial Number: | 77879554 | VELOCITY MANAGEMENT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (866)826-5420 | | |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | |
| Phone: | 3016380511 | | |

OP \$265.00 3177797

900174175

TRADEMARK
 REEL: 004297 FRAME: 0865

Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

36199

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

10/18/2010

Total Attachments: 7

source=36199#page1.tif

source=36199#page2.tif

source=36199#page3.tif

source=36199#page4.tif

source=36199#page5.tif

source=36199#page6.tif

source=36199#page7.tif

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 15, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entity identified as a grantor on the signature pages hereto (the “**Grantor**”) in favor of Wells Fargo Bank, National Association, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of June 14, 2010 (the “**Pledge and Security Agreement**”) among AutoTrader.com, Inc. (the “**Borrower**”), certain Subsidiaries of the Borrower party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest

SECTION 2.1 Grant of Security. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under any and all of the following assets, in each case whether now owned or hereafter acquired and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, Internet domain name licenses, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including the registrations and applications required to be set forth on Schedule A under the heading “Trademark Registrations and Applications” (as such schedule may be supplemented or amended from time to time pursuant hereto), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill,

(v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world; provided that Trademark Collateral shall not include Excluded Assets

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered

shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

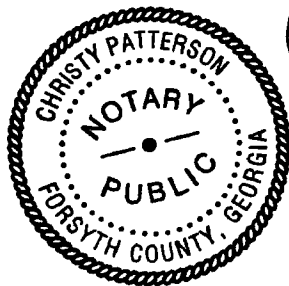
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VAUTO, INC.

By: David B. Amundsen
Name: David B. Amundsen
Title: Treasurer

STATE OF Georgia)
COUNTY OF Forsyth) ss.

On this 14th day of October, 2010 before me personally appeared David Amundsen, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of _____, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Christy Patterson
Notary Public



Christy Patterson
Notary Public
Forsyth County
State of Georgia
My Commission Expires August 6, 2012

[Signature Page to Trademark Security Agreement]

[[3242246]]

TRADEMARK
REEL: 004297 FRAME: 0870

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: Katy Reedy
Name: Katy Reedy
Title: Managing Director

[Signature Page to Trademark Security Agreement]

[[3242246]]

TRADEMARK
REEL: 004297 FRAME: 0871

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

| <u>Registered Owner</u> | <u>Mark</u> | <u>Registration Number</u> |
|-------------------------|----------------------|----------------------------|
| vAuto, Inc. | MPOWER | 3,177,797 |
| vAuto, Inc. | AUTOMATCH TECHNOLOGY | 3,781,890 |
| vAuto, Inc. | LIVE MARKET VIEW | 3,569,643 |
| vAuto, Inc. | VAUTO | 3,445,857 |

Trademark Applications

| <u>APPLICANT</u> | <u>MARK</u> | <u>APPLICATION NUMBER</u> |
|------------------|---------------------|---------------------------|
| vAuto, Inc. | REAL DEAL | 77/683,283 |
| vAuto, Inc. | REAL DEAL REPORT | 77/689,833 |
| vAuto, Inc. | REDWAGON | 85/078,751 |
| vAuto, Inc. | AUTOWRITER | 77/733,816 |
| vAuto, Inc. | VELOCITY | 77/879,496 |
| vAuto, Inc. | VELOCITY MANAGEMENT | 77/879,554 |